

Bretton Woods Season Pass Conditions of Use and Release of Liability

As a condition of receiving or purchasing a Bretton Woods Season Pass, I, the passholder, agree to the following conditions of use and release of liability:

1. I understand that all forms of skiing and snowboarding activities are hazardous with many inherent dangers and risks, including but not limited to: variations in terrain, surface or subsurface snow, or ice conditions; bare spots, rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof (all of the foregoing whether above or below snow surface); poles, lines, snowmaking and grooming equipment; collisions with other skiers or other persons and collisions with all of the categories listed above including collisions with a multitude of other man-made objects. I agree to assume all risks of injury, death and property damage that may result from participation in alpine/Nordic activities.
2. To the fullest extent allowed by law, I agree to release, hold harmless, indemnify and defend CNL Income Bretton Woods, LLC, CNL BW TRS Corp., BW Resort Management Company, LLC, BW Club, LLC, Bretton Woods Land Co., LLC, BW National Resort Management, LLC, the Bretton Woods Ski Area and Cross Country/Nordic Center, its owners, agents, assigns, officers, directors, servants, employees and affiliates (hereinafter referred to collectively as "releasees") from any and all liability for injury, death, and property loss and damage that arises in any way from participation in skiing, snowboarding or any related ski area activity, including all liability that results from the NEGLIGENCE OF THE RELEASEES, or any other person or cause. I understand that the Releasees are not responsible for their failure to use reasonable care in any way.
3. I agree a) to visibly display the season pass when boarding lifts; b) to present the season pass to any authorized representative of Bretton Woods' staff upon request; c) to refrain from misconduct or reckless skiing/riding; and d) to read and obey the guidelines issued under the SKIER'S RESPONSIBILITY CODE as found on Bretton Woods' trail maps.
4. I understand that the season pass/identification card may not be used by anyone but the passholder. In the event of transfer or use by another person, or anything else, which in Bretton Woods' opinion is misconduct, misuse, or a nuisance, Bretton Woods reserves the right to revoke this pass at any time without refund.
5. I understand that if I do not have my pass with me, I will need to request a lift ticket from the Ticket & Pass Office to ski/ride that day (there is a \$5.00 charge for processing), and if any pass is lost or stolen that I must report it immediately to the Ticket & Pass Office and a \$25.00 replacement fee will need to be paid to receive a replacement pass.
6. I understand that my season pass is NOT TRANSFERABLE. Any misuse of my pass will cause revocation without refund and employment termination, if applicable. Restitution will be demanded, and I will be subject to prosecution in accordance with the State of New Hampshire statute RSA 637, "Theft of Services."
7. I further agree that any claim which I may at any time bring for any reasons against the Releasees shall be governed by the laws of New Hampshire and shall be submitted to the jurisdiction of the State or Federal Courts in the State of New Hampshire and none other. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I, the undersigned, have read and understand the above conditions of Use and Release of Liability and agree to each of them by my signature below.

PASSHOLDER'S SIGNATURE

DATE OF BIRTH

DATE

X		
X		
X		
X		
X		

***Season Passholder Under 18 Years of Age:** As parent/guardian signing this agreement on behalf of the minor, I acknowledge and agree that I have read the above release, and that by signing this release on behalf of the minor, I and the minor agree to bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's participation in skiing or snowboarding and said minor's use of this ski area, and I agree to release and indemnify the releasees for any claim or suit arising out of said minor's participation in skiing or snowboarding or said minor's presence on this ski area's premises.

PARENT OR GUARDIAN SIGNATURE

DATE

X	
---	--



Bretton Woods